

## complaint

Mr B is unhappy with the service provided by British Gas Insurance Limited in relation to his central heating insurance policy.

## background

Mr B's policy with British Gas includes an annual service of his boiler. Mr B says British Gas failed to contact him on the anniversary of the previous boiler service (*i.e.* in January 2018) to book a new appointment, in accordance with his policy terms. Mr B contacted British Gas by phone, as the system didn't allow him to book the service online, and the earliest available appointment was 9 April 2018, between 8am and 1pm. Mr B says he took time off work for this but at 9.20am on the day of the appointment, British Gas called to say it had cancelled the appointment. The appointment was re-arranged and British Gas says it took place on 21 May 2018.

Mr B is very unhappy with this and says British Gas put his home at risk by not maintaining his boiler properly. He is also unhappy with the time taken by British Gas to respond to his complaint.

British Gas offered Mr B £65 compensation for cancelling the original appointment in April 2018. It also offered £20 for the delay in processing this payment and an additional £30 for the delay in resolving the matter, making a total of £115.

One of our investigators looked into the matter. She didn't recommend that it be upheld. The investigator determined that British Gas had serviced the boiler in accordance with the policy terms. She said British Gas was required to service the boiler within the policy year (which was from July 2017 to July 2018) and as the service was completed in May 2018, it had complied with its policy. The investigator didn't consider that there was evidence of any risk or harm caused by the service not being done sooner. The investigator considered that the offer made by British Gas was reasonable to reflect the inconvenience caused by cancelling the initial appointment and the delay in sending that compensation.

Mr B doesn't accept the investigator's assessment and so the matter has been referred to me. Mr B wants the premium for the year to be refunded. He has made a number of points in support of his complaint, which I've summarised below:

- His terms and conditions clearly define the interval for servicing as 12 months based on the date of the last one.
- British Gas's 'HomeCare Guide' highlights the Health and Safety Executive requirements for regular servicing. *"This is a serious issue and the Health and Safety Executive does not mean a 'woolly' interpretation of annually, it means every 12 months."*
- British Gas is in *"dubious territory in trying to avoid their responsibilities and they should know better...It appears therefore unlawful that they should flaunt the regulations and fob customers off with their definition or interpretation of Annual that only suits themselves."*
- He had already taken time off work on the day the appointment was cancelled and it was too late to change that. The compensation offered does not take into account the trouble and effort he has expended and time lost at work.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

British Gas is obliged to carry out a service of the boiler each policy year. I agree with Mr B that this should reasonably be at roughly 12 month intervals. However, the policy does state that it may not be possible to always do it at 12 month intervals but British Gas will carry out a service in every policy year.

British Gas did carry out a service within the policy year, however, this was around 16 months after the previous one. Even if I accepted that was unreasonable, I don't agree with Mr B that this means that British Gas should refund the entire year's premium. I have to consider the fair and reasonable remedy to reflect that delay, and the other issues raised, having taken account of all the circumstances.

British Gas cancelled the appointment on the day and I can appreciate the frustration and inconvenience this would have caused. However, there is no evidence to support Mr B's assertion that this put his home at risk. There is no evidence that there was any fault or issue with the boiler at all, and certainly no fault or issue that was made worse by a delay in servicing the boiler. British Gas did service the boiler and it would have had to attend if any faults had appeared before it carried out the service. In addition, it is not compulsory to complete a service every 12 months. Mr B says British Gas has breached the law in this regard and also makes a comparison with an MOT on a car. However, a valid MOT is a statutory requirement, but that is not the case here.

Given this, I don't agree it is appropriate for the entire premium to be refunded. Overall, I am satisfied that the total compensation of £115 for the delay in the servicing of the boiler; failing to contact Mr B on the anniversary of his boiler service to arrange the next one; the other delays; and cancellation of the appointment is reasonable and in line with the awards we make for similar cases.

Finally, I understand that British Gas didn't provide a substantive response to Mr B's complaint within the eight weeks that it should have done. I can appreciate that Mr B would have wanted this relatively simple complaint dealt with sooner. However, he was provided with referral rights to this service within the time required. I do not consider that any further award is warranted in relation to this.

## **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 February 2019.

Harriet McCarthy  
**ombudsman**